

**REMARKS**

Claims 1-15 are all the claims pending in the application and stand rejected on prior art grounds. In particular, the Examiner again rejects claims 1-6 and 8-15 are again rejected under 35 U.S.C. § 102(b) as being anticipated by Westfall (WO 02/15462), and claim 7 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Westfall in view of Jones (U.S. Patent No. 2002/017547).

The outstanding rejections are addressed below.

**Claim Rejections – 35 U.S.C. § 102**

As noted above, claims 1-6 and 8-15 stand rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by Westfall. Applicant respectfully traverses and submits that Westfall, as properly interpreted, fails to disclose all the limitations of these claims.

For instance, claim 1 defines, *inter alia*, a method for communication between a terminal and a service providing-server or another terminal via an access system providing access to a network, wherein the terminal is coupled to a coupling-interface able to communicate with the access system by protocol couplings. In Applicant's previous Amendment filed November 27, 2007, Applicant noted that Westfall does not teach or suggest the configuration of protocol couplings in the manner claimed further fails to suggest any communication of service parameters that define any protocol coupling to be used. (Amendment at 16-17.)

In the Office Action of February 13, 2008, the Examiner maintained the rejection in view of these arguments, pointing to Westfall alleged teaching of "generating control messages to each processing device" causing new classification and scheduling rules to be added to the

policy, with reference to Westfall's Table 1 on page 15 showing "parameters that can be modified." (Office Action 4-5.) Further, the Examiner responded that Westfall "discloses communication of parameters that define a protocol to be used", which was alleged to be disclosed in pages 14-16. Further, the Examiner contended that "Westfall discloses classifying item 6 [protocol] of Table 1." (Office Action at 5.)

Applicant respectfully disagrees with the Examiner's interpretation of Westfall and the manner in which the disclosure is applied to the method defined by claim 1. As fairly read, the disclosure of Westfall's system for "deploying quality of service policies on a data communications network" is fundamentally different from the method of claim 1 and fails to disclose several claim limitations. For instance, claim 1 recites, *inter alia*:

- at said service-selection-server, in dependence of a service-definition-signal, obtained by said service-selection server, generating a configuration-signal and transmitting said configuration-signal to said access system for ***configuring at least parts of said access system and at least parts of said protocol couplings***, and
- at said service-selection-server, generating a service-information-signal and transmitting said service-information-signal to said terminal and/or said coupling-interface ***to inform about the configurations made in at least parts of the access system and in at least parts of the protocol couplings, wherein said service-information signal defines a protocol coupling to be used***, and

By contrast, the system and method of Westfall relate to a technique for configuring networks with policy trees, in which different services may have different quality of service (QOS) requirements lacking any disclosure for the configuration of protocol couplings in the manner

claimed. (*See* Westfall at 1:5-11; 2:7-3:18.) Rather, Westfall describes the use of “service templates” that specify service topology and QOS requirements for one or more data connections in the service, whereby a user can specify endpoints for a service (e.g., video conferencing, email, etc.), and a set of rule revisions is generated *for classifying and dispatching data packets* in the data connections at packet processing devices in the network. (Westfall at 4:15-27, 7:14-13.) Westfall’s service template is further described as including information in which:

1. Identifies types of endpoints that can participate in providing and consuming the service;
2. defines data connections between the endpoints;
3. specifies the Quality of Service required by each of the data connections; and,
4. specifies at least partial information about how to classify data packets so as to associate them with data connections of the service.

(Westfall at 13:11-23.)

However, Westfall never mentions any configuration of protocol couplings in the manner the Examiner apparently contends. Indeed, “*protocol*” *only appears twice* in Westfall’s disclosure. As the Examiner noted, “protocol” appears in Table 1 on page 15 of Westfall, but this is in connection with Westfall’s parameters for classification, which Westfall simply lists as parameters that “may [be] provide[d]” for classification (i.e., source TCP/UDP port, destination TCP/UDP port, protocol, type of service, acknowledgement). (Westfall at 15:1-13.)

Further, Westfall uses such classification parameters to sort data outgoing on links at its packet processing devices in order to separate data packets that will require different levels of QOS, which is accomplished by extracting information intrinsic to packet, such as “the source address, destination address, protocol, and so on.” (Westfall at 7-23.) Thus, in both instances that Westfall

actually mentions “protocol”, it is in connection with the classification technique that Westfall uses to instruct packet processing devices to identify packets requiring a specified QOS.

Not only is Westfall’s mention of any “protocol” minimal, but it is *unrelated* to any configuration of protocol couplings or any generation of a service-information-signal that in any way informs “about the configurations made in at least parts of the access system and in at least parts of the protocol couplings, wherein said service-information signal defines a protocol coupling to be used.” Westfall fails to disclose at least these limitations of claim 1. As consequence, Westfall does not disclose the further feature of said terminal and/or said coupling-interface, communicating with said service-providing-server or said other terminal *via the protocol coupling defined by at least one service parameter*, wherein said communicating comprises an exchange of signals that comprise said at least one service parameter.

As Westfall fails to disclose all the limitations of claim 1, reconsideration and withdrawal of the rejection of claim 1 is requested.

Independent claims 8-15 recite analogous features to those recited in claim 1, which are likewise not disclosed by Westfall for reasons similar to those discussed above. Reconsideration and withdrawal of these rejections is requested. As to dependent claims 2-7, Applicant submits that these claims are allowable at least by virtue of their dependency.

### **Conclusion**

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

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